UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1838 (MARINE TERMINALS CORP. EAST d/b/a PORTS AMERICA AND SSA COOPER, LLC)

and

Cases 10-CB-145609
10-CB-148396

MICHAEL E. CLEWIS, An Individual

Joel R. White, Esq., and
Sally R. Cline, Esq.,
for the General Counsel.
A.A. Canoutas, Esq.,
Wilmington, North Carolina,
for the Respondent.

DECISION

STATEMENT OF THE CASE

PAUL BOGAS, Administrative Law Judge. This case was tried in Bolivia, North Carolina, on January 20, 2016. Michael E. Clewis, an individual, filed the original charge in case 10-CB-145609 on February 3, 2015, and amended charges on March 18, 2015, and May 29, 2015. Clewis filed the original charge in case 10-CB-148396 on March 18, 2015, and amended that charge on July 14, 2015. The Regional Director for Region 10 of the National Labor Relations Board issued the Consolidated Complaint (Complaint) on July 31, 2015. The Complaint alleges that the International Longshoremen's Association, Local 1838 (the Respondent or the Union) operates an exclusive hiring hall and violated Sections 8(b)(1)(a) and 8(b)(2) of the Act by failing to abide by its hiring hall rules and by refusing to refer hiring hall participants for work.

The Respondent filed a timely Answer in which it denied that it had committed any of the alleged violations. On the entire record, including my observation of the demeanor of the witnesses, and after considering the post-trial submissions of the General Counsel and the Respondent,[1] I make the following findings of fact and conclusions of law.

[1] The General Counsel filed a post-trial brief. The Respondent elected not to file a post-trial brief, but did file a one-page "summation" in which it denied that any wrongdoing had been established.

FINDINGS OF FACT

I. JURISDICTION

Marine Terminals Corp. East d/b/a Ports America (Ports America), a corporation with an office and place of business in Wilmington, North Carolina, is a provider of stevedoring services. SSA Cooper, a limited liability corporation with an office and place of business in Wilmington, North Carolina, is a provider of stevedoring services. The Respondent admits, and I find, that, at all material times, Ports America and SSA Cooper have been employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and that the Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. BACKGROUND FACTS

The Respondent represents a unit of longshoremen that performs work for Ports America and SSA Cooper at the ports of Wilmington and Sunny Point, North Carolina. Both Ports America and SSA Cooper recognize the Respondent as the exclusive collective bargaining representative of a unit of longshoremen.[2] The Respondent operates an exclusive hiring hall through which it refers unit members for work with Ports America and SSA Cooper. The hiring hall is located in the Southport area in North Carolina.

The Respondent organizes its unit members into eight teams – referred to as "gangs" – that it sends out for work on a rotating basis. Each of the Respondent's more senior members is assigned to one of the gangs on a permanent basis. Most of the gangs have eight permanent members. When an employer notifies the Respondent that it needs workers, the Respondent designates a particular gang for the assignment and the permanent members of that gang are the first chosen for the work. If more manpower is needed after the available members of the gang are chosen, the Respondent will refer other unit individuals who are not members of the particular gang. Each gang has a lead man, known as a "header," and the gang is referred to using the header's name. For example, Anton Cox is the header of one of the gangs and that gang is referred to as "Cox's gang."

The header and the Respondent's business agent are responsible for identifying the individuals who will work with a gang on a particular job. At trial, the parties jointly submitted two documents that were in effect at the relevant time and which set forth the procedures for selecting the employees who will be offered work on a particular job. One, the Respondent's

[2] Ports America and SSA Cooper are both members of the South Atlantic Employer's Negotiating Committee (Committee) – an employer organization that negotiates on behalf of its employer/members. The Committee and the participating employers recognize the Respondent as the exclusive bargaining representative of a unit of employees defined as follows:

> All employees engaged in longshore work, including loading or discharging ships, barges or other floating craft, employed by employer members of the South Atlantic Employer's Negotiating Committee at the ports of Morehead City, Wilmington, Sunny Point, Georgetown, Charleston, Port Royal, Savannah, Brunswick, St. Marys, Fernandina Beach, Jacksonville, Tampa and Port Manatee, but excluding all other employees, guards and supervisors as defined in the Act.

Longshoreman Seniority Plan (Seniority Plan), provides in relevant part:

> [5.] B. Daily Hiring
>
> 1. In order to work within the frame of a system of strict gang integrity all headers shall first hire within their permanent gang structure by seniority and qualifications (including after hiring time has expired) and then fill additional positions from the floor by seniority and qualifications.
> 2. No employee shall be permitted to leave a job for which he or she has been hired, seeking to gain employment at another job site until the employer has discharged the gang with which he or she was originally hired or by mutual consent of union officials and the employer.
>
> * * *
>
> D. A man is eligible to seek a job after the work period of a prior job has been completed and the gang has been released by the company. Actual work time or guaranteed time of a prior job cannot overlap with the start time of a later job.

The other relevant document is a December 17, 2013, posting, signed by the Respondent's president, Henry Rose. This document clarifies the selection process to be used when additional and/or replacement workers are needed after "shape-up" – i.e., after the initial hiring for the job has been completed. That document was in effect and posted in the business agent's office during all material times and the parties treated it as part of the Seniority Plan. Employees were aware of the posting, which provides:

> Local 1838 procedures for selecting and/or calling members for add-on and replacement jobs that become available after shape-up has already taken place are as follows:
>
> A header that needs a replacement or add-on worker will contact the Union hall from 6:00 am-6:00 pm. The Union representative, usually the business agent, will then hire members by seniority in the following manner: 1) any members that are physically present at the union hall will be selected for jobs based on seniority; 2) after exhausting that option, the Union then contacts other members of the header's gang who are available for the job, regardless of whether or not they were present for shape-up. Hiring is done at this stage by seniority; 3) after exhausting that option, the Union then contacts other members who have made themselves available that day to the business agent, by phone call or other discussion with the business agent, regardless of whether or not the member was present for shape-up. Hiring is done at this stage by seniority; 4) after exhausting that option, the Union contacts all remaining members or casuals by seniority to fill the position.

B. Clemmons' and Hart's Work on October 24 and 25

According to the General Counsel, the Respondent's business agent – Michael Clemmons –violated the hiring hall procedures in the Respondent's Seniority Plan by hiring himself and Glenn Hart (the chairman of the Respondent's executive board) for work with Ports America that overlapped with a job that they were already working on with SSA Cooper and from which they had not yet been released. As a result, the General Counsel contends, other bargaining unit members were denied a work opportunity.

The evidence shows that, on October 24, 2014, Clemmons was a permanent member of Cox's gang and was hired to work with that gang for a job that began at 7:00 pm. The job was with SSA Cooper. Cox's gang continued the SSA Cooper job overnight until 9:30 am on October 25, 2014. Clemmons was paid by SSA Cooper for the entire period beginning on October 24 at 7:00 pm and ending on October 25 at 9:30 am, minus meal times. Hart was added to the same job with SSA Cooper on October 25 at 7:00 am and was paid until 9:30 am.

The General Counsel allegation that hiring hall procedures were violated is based on the contention that Clemmons also hired himself and Hart to perform work with James Maye's gang for a job at another employer, Ports America, on October 25, 2014 from 7:00 am to 6:30 pm. If true that would mean that, in contravention of the Seniority Plan provisions set forth above, Clemmons had assigned himself and Hart to a job with Maye's gang that began before their job with Cox's gang ended and, further, that Clemmons and Hart were paid twice (once by Ports America and once by SSA Cooper) for the same 2 ½ hour period from 7:00 am to 9:30 am on October 25. After carefully considering the record evidence, however, I find that the evidence does not establish that the Maye gang/Ports America job that began at 7:00 am took place on October 25 or otherwise overlapped the Cox gang job. I base this on the Respondent's contemporaneous record – known as a "gang card" – which reports that the Maye gang/Ports America job was on October *24*, not October 25. If that record is correct, then that job was over at 6:30 pm on October 24 and did not overlap with the Cox gang/SSA Cooper job, which did not start until 7:00 pm that day.[3]

It is true that the Respondent's gang card records for the Ports America job are at odds with the payroll records maintained by Ports America, which report the work hours occurring, as alleged by the General Counsel, on October 25. However, the testimony of Mary Hickman – Ports America's own payroll clerk – indicated that the gang card was more reliable than the payroll records since the gang card information was used to create the payroll records. In fact, when the General Counsel, unhappy with his own witness's responses in this regard, asked Hickman if it was possible that the gang card was wrong she answered bluntly, "No." Transcript at Page (Tr.) 102. I considered Hickman's testimony on this point to be particularly credible. She was called by the General Counsel, but contradicted the General Counsel's position under the General Counsel's own questioning. Hickman works for a third party and there was no basis in her testimony, or the record generally, for believing that she was biased in favor of the Respondent or was anything other than an impartial witness.

The General Counsel contends that I should find that that the Maye gang/Ports America job took place on October 25, not 24, based on the testimony of Clewis – the individual charging party. Clewis, a permanent member of Maye's gang, worked on that job and testified that the work took place on October 25. He also stated that he did not see Clemmons or Hart when that work commenced at 7:00 am and, in fact, did not see them working until close to 3:00 pm. I find Clewis' testimony about the date to be outweighed by the contrary evidence provided by the gang card and the testimony of Hickman. I would not generally expect Clewis to remember, over a year after the fact, that a particular job among the many he had been at, took place on October 25 rather than 24. Clewis did not claim that there was something in particular about that date that made it stand out in his mind, nor did he claim that he recorded the date at the time because he suspected that a violation was taking place. Moreover, I note that Clewis' initial charge concerned events on November 27, 2014, and was filed approximately 2 months later on February 3, 2015. The initial charge did not make any reference to anything happening

[3] The record does not show that there were qualified members available at the October 24 shape-up for the Cox's Gang/SSA Cooper job who the Respondent should have referred instead of Clemmons or Hart.

on October 25, 2014, and, in fact, Clewis did not file the charge referencing October 25 until March 18, 2015, almost 5 months after the alleged violation. The General Counsel did not explain why, if Clewis believed on October 25 that Clemmons had made improper assignments he did not include that when he filed his charge the following February. Furthermore, as the charging party in this case, and someone who stands to gain from the outcome, Clewis, unlike Hickman, is not an entirely disinterested witness. For these reasons, Clewis' testimony and the Ports America records do not outweigh the contrary evidence provided by Hickman's testimony and the gang card records. Therefore the record does not establish that the Maye gang/Ports America work overlapped with the Cox gang/SSA Cooper work on October 25.

C. Respondent Refers Bellamy Instead of Clewis on November 27

On November 27, 2014, the Respondent used Cox's gang for a job with Ports America. That was Thanksgiving Day and those who worked were to be paid at a premium rate. The work was scheduled to begin at 7:00 pm and the shape-up meeting at the union hall was held at 5:30 pm. Although Clewis was not a member of Cox's gang, he presented himself at the shape-up meeting in hopes of securing work. Clewis was not selected at shape-up and everyone who was selected during that initial hiring had more seniority than he did. However, Clewis had the most seniority of any of the individuals present at shape-up who were not hired.

Subsequent to the shape-up meeting, Clewis continued to try to get work on the day's job. Shortly after shape-up, at 6:26 pm, Clewis sent a text message to Clemmons – the Respondent's business agent. Clewis' message stated that he was available for any replacement work and that he had the most seniority of any of those who the Respondent had not selected at the shape-up meeting. Clewis sent the message to Clemmons' union phone number as well as his personal phone number. Clewis had obtained work in the past by sending messages to those phone numbers. Clemmons did not deny that he received Clewis' text message and there is no basis on the record for doubting that he did. Clemmons himself was among the individuals who were working on Cox's gang that day.

After the work began on November 27, one of the individuals on Cox's gang decided to leave work early. Clemmons told Cox that the next person to hire for the gang was Alfred Bellamy. The evidence shows that Bellamy had not been present at shape-up, had not contacted Clemmons, or anyone else, to make himself available for work that day,[4] and was not a permanent member of Cox's gang. Bellamy had greater seniority than Clewis.

[4] The finding that Bellamy did not contact Clemmons to make himself available for work that day is based on Bellamy's own, very credible, testimony. Tr. 63, 66. He testified on this point clearly and with certainty. Moreover, he was testifying pursuant to a subpoena from the General Counsel and contradicted the Respondent's business agent (Clemmons) and testified against the interests of the Respondent. Given the significant control that Clemmons and the Respondent have over Bellamy's livelihood, Bellamy had nothing obvious to gain, and potentially much to lose, by testifying as he did. In deciding to credit Bellamy I considered Clemmons' rather vague testimony that at the time he selected Bellamy he "had talked to him previously." Tr. 57. To the extent that Clemmons was claiming that Bellamy was chosen because he had called to make himself available for work on November 27, I reject Clemmons' testimony. First, Clemmons' statement was, on its face, less specific and clear than Bellamy's on that point. Moreover, Clemmons' testimony was inconsistent. Under questioning by the General Counsel, Clemmons said he did not remember hiring anyone as a replacement on November 27, 2014 (Thanksgiving Day). Tr. 50-51. However, later, when being questioned by the Respondent's own attorney, Clemmons claimed to recall not only that he had given Bellamy a replacement job that day, but also that he had talked to Bellamy "previously." Tr. 57-58. In addition, Clemmons was an evasive and unforthcoming witness during much of the General Counsel's examination of him. For these reasons, I

At approximately 9:30 pm, Cox contacted Bellamy by phone and asked him to come to work because the gang needed a replacement for a worker who wanted to leave due to the extreme cold weather. Bellamy testified that he, too, did not want to work given the cold weather. He informed Cox that he did not "really want to" work, but that he agreed to do so. After this conversation with Cox, Bellamy drove to the jobsite. As he neared the jobsite, Bellamy received a call from Clemmons to confirm that Bellamy was on the way and would be put to work when he arrived.

Bellamy began work on November 27 at approximately 11:00 pm, worked for 7.5 hours, and earned $448.91. No one associated with the Respondent contacted Clewis to offer him work on that job.

III. Analysis and Discussion

The General Counsel alleges that the Respondent violated Section 8(b)(1)(A) and 8(b)(2) of the Act on October 25, 2014, when it allowed Clemmons and Hart to perform two separate jobs simultaneously as prohibited by its established exclusive hiring hall rules and by such action denied employment to others. The General Counsel also alleges that the Respondent violated Section 8(b)(1)(A) and 8(b)(2) on November 27, 2014, when it referred Bellamy instead of Clewis in contravention of its established hiring hall procedures.

The Board has held that when a union operates an exclusive hiring hall, as the Respondent admits it does here, it "must represent all individuals seeking to utilize that hall in a fair and impartial manner." *Cell-Crete Corp.,* 288 NLRB 262, 264 (1988). "In this regard, the Board has held that notwithstanding the absence of specific discriminatory intent, 'any departure from established exclusive hiring hall procedures which results in a denial of employment to an applicant . . . inherently encourages union membership, breaches the duty of fair representation owed to all hiring all users and violates Section 8(b)(1)(A) and (b)(2)' absent demonstration of a legitimate justification." Ibid., quoting *Operating Engineers Local 406*, 262 NLRB 50, 51 (1982), enfd. 701 F.2d 505 (5th Cir. 1983); see also *Operating Engineers Local 150*, 352 NLRB 360 (2008) (same). The Board does not, however, find a violation when the union makes an inadvertent mistake in the operation of a hiring hall as a result of mere negligence. *Plumbers Local 342 (Contra Costa Electric)*, 336 NLRB 549, 550 (2001) enfd. 325 F.3d 301 (D.C. Cir. 2003).

1. The General Counsel alleges that the Respondent departed from its exclusive hiring hall rules on October 25, 2014, when it allowed Clemmons and Hart to perform two separate jobs simultaneously. If that had been demonstrated here a violation would be established under *Cell-Crete*, supra, unless the Respondent showed that the departure was the result of mere negligence or was necessary for the effective performance of its representative function. This allegation fails at the outset, however, because, as discussed above, the General Counsel did not show that either Clemmons or Hart worked two separate jobs simultaneously on October 25, or at any other time. The record does not show that Clemmons and Hart were assigned to any job on October 25 other than the one with SSA Cooper. In particular, the record does not show that the allegedly "simultaneous" work for Ports America also occurred on October 25. If

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found Bellamy a far more credible witness than Clemmons on the question of whether Bellamy had contacted Clemmons to make himself available for work on November 27.

anything, the evidence weighs in favor of finding that the Ports America work occurred on October 24, and was completed before the starting time for the SSA Cooper job.

For the above reasons, the allegation that the Respondent violated Section 8(b)(1)(A) and 8(b)(2), on October 25, 2014, by departing from its hiring hall rules and allowing Clemmons and Hart to perform two separate jobs simultaneously, must be dismissed.

2. With respect to the allegation of a violation on November 27, 2014, the General Counsel has shown a departure from the established hiring hall rules regarding the selection of replacement workers. The hiring hall rules set forth in the Respondent's December 17, 2013, posting state that if a replacement worker is needed after shape-up, and at a time when no employees are present in the hiring hall and no members of the header's gang are available, the Respondent "contacts other members who have made themselves available that day to the business agent, by phone call or other discussion with the business agent." It is only after the Respondent offers work to qualified individuals who have made themselves available to the business agent, that the Respondent may proceed to the next level, and contact, and offer work to, members who have not contacted the business agent to make themselves available for work that day. When a replacement worker was required for Maye's gang on November 27, the Respondent departed from those rules by skipping over Clewis, who had contacted Clemmons to seek work that day, and instead hired Bellamy, who, like Clewis, was not a member of Maye's gang, but, unlike Clewis, had not contacted Clemmons or anyone else associated with the Respondent, to make himself available for work that day. Indeed, in contrast to Clewis, who sought work both by appearing at the shape-up meeting and by contacting the business agent, Bellamy did not want to work that day and told the Respondent so.

The Respondent has not attempted to defend its action by demonstrating either that it had a "legitimate justification" for departing from the established hiring hall procedures, or that the departure was a mistake resulting from mere negligence. Moreover, the record does not suggest that either of those defenses could reasonably be advanced here. Rather the Respondent asserts that it did not depart from the process for hiring replacement workers because Bellamy had more seniority than Clewis. That argument disregards the clear language of the Respondent's written hiring hall procedures, which give priority at that juncture to members who contact the business agent to seek work. In its post-hearing summation, the Respondent notes that Clewis testified that he did not know whether Bellamy had sought work on November 27 prior to being hired that day. However, the record clearly shows that Bellamy did not seek work that day, regardless of whether Clewis had personal knowledge of that fact. I find that the Respondent acted arbitrarily, if not discriminatorily, and in disregard of its responsibility to "represent all individuals seeking to utilize its hiring hall in a fair and impartial manner" when it denied Clewis work on November 27, 2014.

The Respondent violated Section 8(b)(1)(A) and 8(b)(2) when it departed from established hiring hall procedures and, as a result, denied Clewis employment as a replacement worker on November 27, 2014.

CONCLUSIONS OF LAW

1. Ports America and SSA Cooper are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(b)(1)(A) and 8(b)(2) when it departed from established hiring hall procedures and, as a result, denied Clewis employment as a replacement worker on November 27, 2014.

4. The Respondent was not shown to have committed the other violation alleged in the Complaint.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. In particular, I order the Respondent to provide Clewis with make whole relief for losses he suffered as a result of its failure to refer him for employment as a replacement worker on November 27, 2014. The make whole remedy shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as computed in *New Horizons*, 283 NLRB 1173 (1987) and compounded daily as required by *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), enf. denied on other grounds sub. nom. *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended Order.[5]

ORDER

The Respondent, the International Longshoremen's Association, Local 1838, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Refusing for arbitrary reasons to refer members of the bargaining unit under our contract with the South Atlantic Employer's Negotiating Committee.

b. Refuse to follow the posted referral rules, dated December 17, 2013, when selecting members for add-on or replacement work.

c. In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

[5] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

a. Fairly represent all members of the bargaining unit under our contract with the South Atlantic Employer's Negotiating Committee

b. Refer bargaining unit members for work according to our established hiring hall rules.

c. Make Michael E. Clewis whole for any loss of earnings and other benefits suffered as a result of our refusal to refer him for employment as a replacement worker on November 27, 2014, in the manner set forth in the remedy section of the decision.

d. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

e. Within 14 days after service by the Region, post at its hiring hall in the Southport area of North Carolina, copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

f. Sign and return to the Regional Director sufficient copies of the notice for physical and/or electronic posting by Ports America and SSA Cooper, if willing, at all places or in the same manner as notices to employees are customarily posted.

g. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. May 4, 2016.

Paul Bogas
Administrative Law Judge

6 If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT, for arbitrary reasons, deny you referrals under our contract with the South Atlantic Employer's Negotiating Committee.

WE WILL NOT refuse to follow the posted referral rules, dated December 17, 2013, when selecting bargaining unit employees for add-on or replacement work.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL fairly represent all members of the bargaining unit.

WE WILL make all referrals of bargaining unit members in accordance with the established hiring hall rules.

WE WILL make Michael E. Clewis whole for any loss of earnings and other benefits suffered as a result of our refusal to refer him for employment as a replacement worker on November 27, 2014, in the manner set forth in the remedy section of the decision.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1838

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.
233 Peachtree Street N.E., Harris Tower, Suite 1000, Atlanta, GA 30303-1531
(404) 331-2896, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/10-CB-145609 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (404) 331-2870.